* * § 362 INFORMATION COVER SHEET * *

MATTHEW LOUIS MATLOCK
DEBTOR

11-52557-BTB
Case No:

26
MOTION #:

DOMINO'S PIZZA FRANCHISING
MOVANT

CHAPTER: 13

Certification of Attempt to Resolve the Matter Without Court Action:

Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: 9/23/11 *Signature:* /s/Louis M. Bubala III
Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: Telephone number

NOTICE SERVED ON: Debtor(s) ✓ ; Debtor's counsel ✓ ; Trustee ✓ ;

DATE OF SERVICE: 9/23/11

MOVING PARTY'S CONTENTIONS:	DEBTOR'S CONTENTIONS:
The EXTENT and PRIORITY of LIENS:	The EXTENT and PRIORITY of LIENS:
1st Movant is the owner of a telephone	1st
2nd number which Debtor does not own and	2nd
3rd cannot justifiably continue to use.	3rd
4th No known liens	4th
Other:	Other:
Total Encumbrances:	Total Encumbrances:
APPRAISAL of OPINION as to VALUE:	APPRAISAL of OPINION as to VALUE:
The telephone number is valued at $10.00 on Debtor's Schedules.	

TERMS of MOVANT'S CONTRACT with the DEBTOR(S)::	DEBTOR'S OFFER of "ADEQUATE PROTECTION"for MOVANT :
Amount of Note:	.
Interest Rate:	.
Duration:	.
Payment per Month:	.
Date of Default:	.
Amount in Arrears:	.
Date of Notice of Default:	.
SPECIAL CIRCUMSTANCES: Movant seeks to enforce injunctive order, as discussed in attached filing	SPECIAL CIRCUMSTANCES:
SUBMITTED BY: /s/Louis M. Bubala III	SUBMITTED BY:
Louis M. Bubala III	SIGNATURE:

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ELECTRONICALLY FILED ON SEPTEMBER 23, 2011

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re MATTHEW LOUIS MATLOCK, Debtor.	Case No. 11-52557-btb Chapter 13 **AMENDED MOTION OF DOMINO'S FOR RELIEF FROM THE AUTOMATIC STAY TO ENFORCE INJUNCTION REQUIRING DEBTOR TO TRANSFER TELEPHONE NUMBER, WITH CERTIFICATE OF SERVICE** Date: 10/25/11 Time: 10:00 a.m.

[This motion is amended solely to correct the hearing date.]

Pursuant to 11 U.S.C. §362(d)(1), Domino's Pizza Master Issuer LLC ("DPMI") and Domino's Pizza Franchising LLC ("DPF" and together with DPMI, "Domino's"), hereby move for the entry of an order granting them relief from the automatic stay to take any and all action to enforce a permanent injunction entered by the United States District Court for the Eastern District of Michigan (the "Michigan District Court") requiring Matthew Matlock (the "Debtor") to transfer to Domino's the telephone number that was used in the operation of a former Domino's Pizza store and which was purportedly transferred to the Debtor by a former franchisee, Calvin Yeager.

Cause exists to grant relief from the automatic stay under 11 U.S.C. § 362(d)(1) for the following reasons: (i) the telephone number is the property of Domino's and not property of the Debtor's estate, (ii) the Debtor has been violating the permanent injunction entered by the Michigan District Court by refusing to transfer the telephone number to Domino's and continuing to use Domino's telephone number in a competing pizza business, (iii) the Debtor likely filed this bankruptcy case in bad faith to evade the enforcement of the permanent injunction, and (iv) the balancing of the harms strongly favors granting Domino's relief from the stay. Alternatively, Domino's should be granted relief from the automatic stay under 11 U.S.C. § 362(d)(2) because the Debtor has no equity interest in the telephone number and it is not necessary to an effective reorganization.

In support of its Motion, Domino's relies on the Declaration of Joseph Devereaux (the "Devereaux Declaration"), filed contemporaneously with this motion and further states as follows:

I. JURISDICTION

1. This Court has jurisdiction in this matter pursuant to 11 U.S.C. § 362(d) and 28 U.S.C. § 157 and 1334.

II. BACKGROUND

2. Calvin Yeager ("Yeager") was the President and sole shareholder of Valley Pizza, Inc. ("Valley").

3. Valley and DPF were parties to a certain Standard Franchise Agreement dated on or about October 17, 2007, pursuant to which Valley was authorized to operate the Domino's Pizza franchise identified as Store Number 7415, located at 1281 Kimmerling Road, Suite 18-A, Gardnerville, Nevada 89460 (the "Franchise Agreement"). A copy of the Store No. 7415

Franchise Agreement is attached as Exhibit 1 to the Devereaux Declaration.[1]

4. In connection with the operation of Store No. 7415, Valley used the following telephone number: (775) 265-2929.

5. In connection with entering into the Franchise Agreement, Yeager also executed the Covenants of Owners annexed to the Franchise Agreements, pursuant to which he personally guaranteed the performance of Valley under the Franchise Agreement and agreed to be bound by all of the provisions of the Franchise Agreement. (See Devereaux Declaration Ex. 1, pp. 41, 43.)

6. Due to numerous breaches of the terms of the Franchise Agreement, on November 10, 2009, Domino's terminated the Franchise Agreement effective November 13, 2009.

7. Upon termination, the Franchise Agreement imposes a number of obligations on Valley and Yeager. In particular, Section 18.3(c) of the Franchise Agreement requires that Valley and Yeager "notify the telephone company . . . in writing of the termination . . . of your right to use all telephone numbers . . . relating to the Store and to authorize in writing the transfer of these to [Domino's] or its franchisee or designee." Further, Valley and Yeager agreed under Section 18.3(c) to "execute any written authorizations . . . in the form prescribed by [Domino's] directing the telephone company . . . to transfer all telephone numbers . . . to [Domino's, its] franchisee or designee upon the occurrence of" the termination of the Franchise Agreement.

8. Additionally, in Section 18.3(c) of the Franchise Agreement, Valley and Yeager acknowledged that Domino's has "the sole rights to and interest in all telephone numbers" used in connection with the Domino's Pizza store.

9. Notwithstanding the termination of the Franchise Agreement, Valley and Yeager failed to comply with the post-termination obligations under the Franchise Agreement. As a result, on December 2, 2009, Domino's commenced an action against, among others, Valley and Yeager in the Michigan District Court under Case No. 2:09-cv-14704-LPZ-RSW to, *inter alia*, obtain injunctive relief requiring them to comply with the post-termination obligations under the Franchise Agreement, including the return of the telephone number.

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[1] Yeager through a separate entity Lakeside Pizza, Inc. was also a franchisee of another Domino's Pizza store located in South Lake Tahoe, California.

10. On January 25, 2010, the Michigan District Court entered an Order and Opinion granting Domino's motion for preliminary injunction (the "Preliminary Injunction Order"), in which the court enjoined Valley and Yeager, as well as "their agents, servants and employees, *and those persons and entities in active concert or participation or privity with any of them* from violating the post-termination obligations and required them "to transfer the telephone numbers to Domino's . . . ." (Emphasis added.) (U.S. District Court for the E. D. Michigan, Case No. 2:09-cv-14704, Order and Opinion dated Jan. 25, 2010, Doc. Id. No. 11, pp. 8-9.) A true and accurate copy of the Preliminary Injunction Order is attached as Exhibit 2 to the Devereaux Declaration.

11. Thereafter, while trying to enforce the Preliminary Injunction Order, Domino's learned that the former Domino's Pizza location in Gardnerville, Nevada had now become "Pronto Pizza" and was purportedly being operated by the Debtor. Accordingly, Domino's served the Debtor with a copy of Preliminary Injunction Order. A true and accurate copy of the Sheriff's Affidavit of Service is attached as Exhibit 3 to the Devereaux Declaration.

12. On May 4, 2010, the Michigan District Court entered an Order for Final Judgment in which it ordered, *inter alia*, that its preliminary injunction dated January 25, 2010, "is now a permanent injunction" and further clarified that the telephone number "775-265-2929 shall be transferred to Domino's." (U.S. District Court for the E. D. Michigan, Case No. 2:09-cv-14704, Order for Final Judgment dated May 4, 2010, Doc. Id. No. 19, p. 2.) A true and accurate copy of the Michigan District Court's May 4, 2010 Order for Final Judgment is attached as Exhibit 4 to the Devereaux Declaration. Domino's counsel served a copy of the Order for Final Judgment on the Debtor. A true and accurate copy of the Sheriff's Affidavit of Service is attached as Exhibit 5 to the Devereaux Declaration.

13. On August 3, 2010, Domino's registered the Order for Final Judgment with the United States District Court for the District of Nevada ("Nevada District Court"). (U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 1.)

14. Because the Debtor continued to use Domino's telephone number in connection with the operation of the "Pronto Pizza" store, on September 24, 2010, Domino's filed a Motion to Enforce Judgment Pursuant to FRCP 70 and/or FRCP 71 ("Motion to Enforce Judgment").

(U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 7.) In the Motion to Enforce Judgment, Domino's sought an order to compel the Debtor to, among other things, transfer the telephone number used in connection with Store No. 7415 to Domino's.

15. On November 18, 2010, the Nevada District Court entered an order granting the Motion to Enforce Judgment, in which it found that the Debtor, an entity named Pronto Pizza, Inc. and Melissa Yeager[2] were acting in concert with Yeager, Valley and/or Yeager's other entity, Lakeside Pizza, Inc., in failing to comply with the post-termination obligations, including the obligation to return the telephone numbers to Domino's (the "Enforcement Order"). (U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 12, p. 1.) Accordingly, the Nevada District Court ordered that the Debtor, Melissa Yeager and/or Pronto Pizza, Inc. "are to . . . transfer the telephone number 775-265-2929 to plaintiffs by completing the attached 'Authorization for Transfer of Service and Telephone Numbers' Form and returning it to plaintiffs . . . ." (Id.) The Nevada District Court ordered that the Debtor must comply with the Order Granting Motion to Enforce Judgment within forty-five days of service of the same. (Id., 2.)

16. Because the Debtor failed to comply with the Enforcement Order, on April 27, 2011, Domino's filed a Motion for Order to Show Cause Why Matthew Matlock, Melissa Yeager, and Pronto Pizza, Inc. Should Not Be Held In Contempt of Court ("Motion for Order to Show Cause") (U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 19.) The Nevada District Court granted the Motion for Order to Show Cause and set a hearing on May 31, 2011. (U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 21.)

17. Counsel for the Debtor and Pronto Pizza, Inc. appeared at the May 31, 2011 hearing and argued that the Motion to Enforce Judgment had not been properly served on the Debtor and Pronto Pizza. (U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 27.) Due to the issues concerning service of the Motion to Enforce Judgment, the

[2] Upon information and belief, Ms. Yeager is the president of Pronto Pizza, Inc.

Nevada District Court vacated the Enforcement Order, but at a July 21, 2011 hearing, the court ordered that the Debtor personally appear at a continued hearing on the Motion to Enforce Judgment on August 23, 2011. (See U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. Nos. 30 and 36.) A true and accurate copy of the Nevada District Court's Minute of Proceedings with Orders dated July 21, 2011, is attached as Exhibit 6 to the Devereaux Declaration.

18. On August 9, 2011, the Debtor filed a voluntary petition under Chapter 13 of Title 11 of the United States Code (the "Petition Date").

19. In Schedule B, the Debtor lists an interest in a "proprietorship" named "Pronto Pizza" at the same address as the former Store No. 7415, and lists an interest in a "Business Phone Number" and "Business -- ex-Domino's." (See Doc. Id. No. 1, pp. 8, 10.)

20. Further, in Schedule E, the Debtor lists just two priority creditors and on Schedule F, the Debtor lists only one unsecured, non-priority creditor. (Id., 15-16.)

21. On August 22, 2011, the day prior to the continued hearing on the Motion to Enforce Judgment, at which the Debtor was to personally appear, the Debtor filed with the Nevada District Court a notice of the filing of this bankruptcy case. (U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 40.) As a result, the Nevada District Court has ordered all proceeding against the Debtor stayed. (U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 42.) Due to the automatic stay, Domino's was unable to immediately obtain relief and obtain a new hearing date. On September 7, 2011, the Nevada District Court denied the Domino's motion to enforce the judgment without prejudice and with leave to renew. (U.S. District Court for the District of Nevada, Case No. 3:10-CV-560, Doc. Id. No. 44.)

22. To date, the telephone number for the former Store No. 7415 has not been transferred to Domino's. Instead, the telephone number continues to be used by the Debtor's pizza business.

23. The Debtor's refusal to transfer the telephone numbers back to Domino's is causing Domino's significant prejudice because the telephone number was associated with the

former Domino's Pizza franchise and the inability to obtain the use of the telephone number is negatively impacting Domino's ability to refranchise the area where the former Store No. 7415 was located.

III. ARGUMENT

A. Cause Exists to Grant Domino's Relief from the Stay under Section 362(d)(1)

24. Cause exists to grant Domino's relief from the automatic stay to under 11 U.S.C. §§ 362(d)(1) to continue the proceedings before the Nevada District Court to enforce the Order and Final Judgment of the Michigan District Court to compel the Debtor to transfer the telephone number to Domino's because (i) the telephone number is the property of Domino's and not property of the Debtor's estate, (ii) the Debtor has been violating the permanent injunction entered by the Michigan District Court by refusing to transfer the telephone number to Domino's and continuing to use Domino's telephone number in a competing pizza business, (iii) the Debtor likely filed this bankruptcy case in bad faith, and (iv) the balancing of the harms strongly favors granting Domino's relief from the stay.

25. Section 362(d)(1) of the Bankruptcy Code provides that a court shall, upon request of a party in interest and after notice and a hearing, grant relief from the stay "for cause."

26. The Bankruptcy Code does not define "cause," and, thus, relief from the automatic stay for cause "is determined on a case-by-case basis." In re Tucson Estates, Inc., 912 F.2d 1162, 1166 (9th Cir. 1990).

1. Telephone Number Is Domino's Property

27. Although the definition of property of the estate is broad, the debtor-in-possession solely succeeds to the rights that the debtor possessed at the commencement of the case. See In re Fitch, 217 B.R. 286, 289 (Bankr. S.D. Cal. 1998). That is, the bankruptcy estate's rights are identical to the rights held by the debtor as of the petition date: "'Whatever rights a debtor had at the commencement of the case continue into bankruptcy – no more, no less.'" Id. (quoting Moody v. Amoco Oil Co., 734 F.2d 1200, 1213 (7th Cir. 1984), cert. denied, 469 U.S. 982).

28. It has been held that cause exists to grant relief from the automatic stay when a debtor loses any ownership right to property prior to filing the bankruptcy petition because "filing

a bankruptcy petition after loss of ownership cannot reinstate the debtor's title" to such property. Nyamekye v. Wells Fargo Bank N.A. (In re Nyamekye), No. CC-10-1218-KiPaD, 2011 Bankr. LEXIS 913, *15 (B.A.P. 9th Cir. Feb. 15, 2011);[3] see Hamilton v. Hernandez (In re Hamilton), No. CC-04-1434-MaTK, 2005 Bankr. LEXIS 3427, *7 (B.A.P. 9th Cir. Aug. 1, 2005) (holding that cause existed to grant relief from stay to proceed with eviction of debtor from property that was not property of the estate).

29. Not only was the telephone number not the property of the Debtor on the Petition Date, the Debtor *never* had any ownership interest in the telephone numbers. Under § 18.3 of the Franchise Agreements, Yeager clearly agreed that the telephone numbers are the property of Domino's and not his property, and Yeager agreed to transfer the telephone numbers back to Domino's upon termination of the Franchise Agreements, which occurred on November 13, 2009. (Devereaux Declaration Exs. 1 & 2 § 18.3(c).) Yeager had no rights or interest in the telephone number after the Franchise Agreement was terminated on November 13, 2009. It is well established that a party wrongfully in possession of property of another cannot convey good title to such property to a third party. See, e.g., Alamo Rent-A-Car, Inc. v. Mendenhall, 937 P.2d 69, 113 Nev. 445 (1997); Welch v. Cayton, 395 S.E.2d 496, 501 (W. Va. 1990) ("the old rule that a thief cannot give good title remains"); Bergeron v. Aero Sales, Inc., 205 Ore. App. 257, 261-266 (transferor of property belonging to another could not convey title to such property), cert. denied, 341 Ore. 548 (2006); Inmi-Etti v. Aluisi, 63 Md. App. 293, 300-305 (1985) (holding that transferee of converted goods does not obtain any title to such goods); Schrier v. Home Indemnity Co., 273 A.2d 248, 250 (D.C. App. 1971) ("a possessor of stolen goods, no matter how innocently acquired, can never convey good title"); 18 Am. Jur. 2d Conversion (2004) §5, p. 158 (title of the owner of the property remains unaffected by act of conversion). Thus, Yeager could not convey any right, title or interest in the telephone number to the Debtor.

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[3] Copies of unreported cases are attached as Exhibit A.

2. The Automatic Stay Cannot Be Used As a Shield to Protect Debtor's Ongoing Violation of Permanent Injunction

30. Further, courts have granted relief from the automatic stay to enforce pre-petition injunctions by contempt or other proceedings wherein the injunction does not relate to the collection of prepetition claims or property of the estate. See In re Lamberjack, 149 B.R. 467, 470-471 (Bankr. N.D. Ohio 1992); In re Rudaw/Empirical Software Products, Ltd., 83 B.R. 241, 247 (Bankr. S.D.N.Y. 1988); In re Cinnabar 2000 Haircutters, Inc., 20 B.R. 575, 577 (Bankr. S.D.N.Y. 1982); see also In re Hohol, 141 B.R. 293 (M.D. Pa. 1992) (affirming bankruptcy court's order granting relief from the stay to enforce preliminary injunction). "The automatic stay imposed under 11 U.S.C. § 362(a) may not be used as a shield to sanction contumacious conduct in violation of a prepetition order enjoining a debtor from violating a party's property rights." In re Rudaw/Empirical Software Products, Ltd., 83 B.R. at 247.

31. Here, the Debtor through the purported store sale has been acting in concert, participation and/or privity with Yeager and Valley to violate Domino's property rights and the permanent injunction imposed by the Michigan District Court by not transferring to Domino's its telephone number and instead using the telephone number in connection with the operation of his pizza business. The permanent injunction does not relate to the collection of a prepetition claim and, as described above, does not relate to any property of the estate. Thus, the Debtor should not be able to use the automatic stay as a shield to protect himself from his continuing violation of the permanent injunction in the Michigan District Court's Order and Final Judgment.

3. The Circumstances Surrounding the Bankruptcy Filing Suggest That It May Have Been Filed in Bad Faith

32. In addition, the circumstances of the Debtor's bankruptcy filing suggest that this case was filed in bad faith. The filing of a petition in bad faith may be cause to grant relief from the automatic stay. See Duvar Apt. v. FDIC (In re Duvar Apt.), 205 B.R. 196, 200 (B.A.P. 9th Cir. 1996). Courts consider numerous factors in determining whether a bankruptcy case was filed in bad faith, including whether (i) the debtor's pre-petition conduct was improper, (ii) the filing of the petition allowed the debtor to evade court orders, and (iii) the debtor can identify only a few unsecured creditors. See Chu v. Syntron Bioresearch, Inc. (In re Chu), 253 B.R. 92, 95 (S.D. Cal.

2000); In re Forest Hill Funeral Home & Mem. Park - East, LLC, 364 B.R. 808, 820 (Bankr. E.D. Okla. 2007).

33. A number of the factors indicating a bad faith filing are present in this case. First, the Debtor has been engaged in improper pre-petition conduct by acting in active concert, participation or privity with Yeager and/or Valley to violate the permanent injunction issued by the Michigan District Court by refusing to return the telephone number to Domino's.[4] The Debtor was served with both the Preliminary Injunction Order and the Order for Final Judgment. (Devereaux Declaration Exs. 3 & 5.) Notwithstanding being fully apprised of the orders of the Michigan District Court, the Debtor has been knowingly violating those orders by continuing to use Domino's telephone number in the operation of his own pizza business.

34. Second, this bankruptcy case was filed just two weeks prior to the Nevada District Court's hearing on the Motion to Enforce Judgment, at which the Debtor was ordered to appear. (See Devereaux Declaration Ex. 5.) As a result of the bankruptcy filing, the Nevada District Court has stayed the proceedings against the Debtor. Accordingly, the Debtor's filing of his bankruptcy petition is allowing him to evade the enforcement of the permanent injunction issued in the Michigan District Court's Order for Final Judgment.[5]

35. Third, the Debtor's schedules show that he has only three unsecured creditors: two priority creditors and one non-priority unsecured creditor.

36. In light of these facts, there is a strong suggestion that this case was filed in bad faith.

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[4] The fact that the Debtor has been acting in concert, participation and/or privity with Yeager has been confirmed by the Debtor's and Yeager's choice to be represented by the same counsel in the proceeding before the Nevada District Court to enforce the Order for Final Judgment. (See Devereaux Decl. Ex. 6, p. 1 (Attorney Huckaby confirming that he is appearing on behalf of Yeager, the Debtor and Valley.) Further, this same attorney is also representing both the Debtor in the instant bankruptcy case, as well as Yeager in his Chapter 13 case filed on the same date in the U.S. Bankruptcy Court for the Eastern District of California. (See U.S. Bankruptcy Court, E.D. California, Case No. 11-39357.)

[5] As noted, *supra*, in footnote 4, Yeager simultaneously filed a bankruptcy petition under Chapter 13 in the United States Bankruptcy Court for the Eastern District of California. Thus, the proceedings to enforce the Order for Final Judgment have been also stayed with regard to Yeager.

4. Balance of Harms Strongly Favors Granting Domino's Relief From the Automatic Stay

37. Finally, the balancing of the harms strongly favors granting relief from the automatic stay. See Adelson v. Smith (In re Smith), 389 B.R. 902, 918 (Bankr. D. Nev. 2008) (listing numerous factors to consider in motion for relief from stay, including balancing of the harms of the parties based on the impact of the stay). If relief from the stay is not granted, Domino's will continue to be significantly prejudiced by the inability to obtain its telephone number that was associated with the former Domino's Pizza store in Gardnerville, Nevada where the Debtor is operating his own pizza business. Indeed, the inability to obtain these telephone numbers impairs Domino's ability to refranchise this area. On the other hand, the Debtor will not be prejudiced at all if relief from the stay is granted because the telephone number is not and has never been the Debtor's property.

B. Alternatively, Domino's Should Be Granted Relief from the Stay under Section 362(d)(2)

38. Section 362(d)(2) provides that this Court shall grant relief from stay with respect to a stay of an act against property under Section 362(a), if "(A) the debtor does not have an equity in such property; and (B) such property is not necessary to an effective reorganization."

39. Here, the Debtor does not have any equity interest in the telephone number because it is the property of Domino's and not the Debtor. (Devereaux Declaration Ex. 1 § 18.3(c).) Moreover, the use of the telephone number, which does not belong to the Debtor, simply cannot be necessary to the reorganization of his debts under Chapter 13. Indeed, the Debtor ascribes the value of just $10 to this telephone number. (Doc. Id. No. 1, p. 10.)

IV. CONCLUSION

WHEREFORE, Domino's respectfully requests that this Court enter an order (i) granting Domino's relief from the automatic stay pursuant to 11 U.S.C. § 362(d) to take any and all actions necessary to enforce the permanent injunction in the Michigan District Court's Order and Final Judgment to compel the transfer of the telephone number to Domino's, including continuing proceedings before the Nevada District Court to enforce the Order and Final Judgment; (ii) waive the stay of such order under Fed. R. Bankr. P. 4001(a)(3); and (iii) granting such further relief as is just and necessary.

Dated: September 23, 2011

ARMSTRONG TEASDALE LLP

By _/s/ _Janet L. Chubb______________________

JANET L. CHUBB, ESQ.
LOUIS M. BUBALA III, ESQ.

And

SHIPMAN & GOODWIN, LLP
ERIC GOLDSTEIN, ESQ.

Attorneys for Domino's Pizza Franchising LLC and Domino's Pizza Master Issuer LLC

CERTIFICATE OF SERVICE

1. On September 23, 2011, I served the following document(s):

MOTION FOR RELIEF FROM THE AUTOMATIC STAY TO ENFORCE INJUNCTION REQUIRING DEBTOR TO TRANSFER TELEPHONE NUMBER, WITH CERTIFICATE OF SERVICE

2. I served the above-named document(s) by the following means to the persons as listed below:

X a. **ECF System** (attach the "Notice of Electronic Filing" or list all persons and addresses):

ROBERT P HUCKABY on behalf of Debtor MATTHEW MATLOCK
bobhuckaby@aol.com

WILLIAM A. VAN METER
c13ecf@nvbell.net, wvanmeter13@ecf.epiqsystems.com

X b. **United States mail, postage fully prepaid** (list persons and addresses):

MATTHEW LOUIS MATLOCK
1293 CHARDONNAY DRIVE #A
GARDNERVILLE, NV 89460

Justin M. Clouser
1669 Lucerne St., Ste #A-3
Minden, NV 89423

□ c. **Personal Service** (list persons and addresses)
I personally delivered the document(s) to the persons at these addresses:

□ d. **By direct email (as opposed to through the ECF System)** (list persons and email addresses):

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 23rd day of September, 2011.

Louis Bubala ____________________ /s/ Louis Bubala ____________.
Name Signature